

## Pinterest Photo Submission Requirements

**Important:** Please read these requirements before submitting any content to Indian Hills Community College (“Sponsor”). By submitting a photo, you agree to be bound by these Official Requirements and represent that you satisfy all of the requirements set forth below.

1. **Eligibility.** The opportunity to submit content is open only to current, registered students of Indian Hills Community College or graduates of Indian Hills Community College. (Businesses, corporations, and other entities are not eligible, nor may any individual submit on behalf of any such entities.)
2. **How to Submit.** Instructions will be available on the Indian Hills Community College website ([www.indianhills.edu](http://www.indianhills.edu)) for the period of time during which the college is accepting submissions (to be determined by Sponsor).

Indian Hills Community College reserves the right to use or not use any photo submitted.

3. **Sponsor’s Rights to Submitted Materials.** By submitting a photo or other content (“Materials”), you hereby grant to Sponsor a perpetual, irrevocable, worldwide, nonexclusive license to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense the Materials, or any portion thereof. You further grant Sponsor the right to use certain information about yourself in connection with your photo(s), including your name and other profile information. Sponsor will have no obligation to publish, use, or retain any Materials you submit or to return any such Materials to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this document. By submitting the Materials, you hereby agree that you assign all right, title, and interest in and to the Materials, including, without limitation, all copyright, trademark, and other proprietary rights associated therewith. You also agree to take any further action reasonably requested by Sponsor to effect, perfect, or confirm Sponsor’s rights in and to your Materials or other rights granted in this Agreement.
4. **No Confidentiality.** Materials submitted to Sponsor will not be treated as confidential, and you will not include or disclose any trade secrets or other confidential information, including without limitation confidential information of any third party, in any Materials. Without limiting the generality of the foregoing and notwithstanding anything in this Agreement or otherwise to the contrary, you acknowledge that any submission you make does not constitute an academic record, and is not covered by the Family Educational Rights and Privacy Act (FERPA).
5. **Non-Infringing Materials.** You hereby represent and warrant that (a) you are eligible to submit Materials (b) the photo(s) is/are original to you and that you are the owner of all right, title, and interest in and to the photo(s) and have the right to grant the rights granted herein or, alternatively, you have obtained all necessary rights and permissions to use and submit the photo(s) for use by Indian Hills Community College and to provide all the rights specified in these Official Requirements; and (c) the photo(s) and the use thereof as contemplated herein does not and will not violate or infringe upon any law or regulation or the rights of any third party, including, without limitation, any copyright, trademark, patent, or any rights of publicity or privacy, or any other intellectual property or proprietary rights.

6. **General Release.** By submitting Materials, you release Sponsor and Sponsor's employees from any liability whatsoever, and waive any and all causes of action, related to any claims, cost, injuries, losses, or damages of any kind arising out of or in connection with the use of the Materials or delivery, mis-delivery, acceptance, possession, use of or inability to use the Materials (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.
7. **Use of Name, etc.** Except where prohibited by law, submission of Materials constitutes permission to use Materials and your name, city/state of residence, academic program, and dates associated with Indian Hills Community College, without limitation, for promotional purposes without further permission or compensation.
8. **Sponsor:** Indian Hills Community College, 525 Grandview Avenue, Ottumwa, IA 52501.